

Volume 25 January 2020 No. 1

ATTENTION HOMEOWNERS

Fine Policy And Fine Schedule In Effect As Of January 1, 2020



The Willowbridge Homeowners Association, Inc. ("the Association") FINE POLICY went into effect January 1, 2020, for the Willowbridge and Stonebridge Subdivisions (the "subdivision"). The Subdivision is governed by the Declaration of Covenants, Conditions and Restrictions for Willowbridge. Article IV, Section 4.09 of the Declaration

empowers and authorizes the Association's Board of Directors to levy fines for infractions of the Association's Declaration or any rules adopted thereto. The implementation of a FINE POLICY and FINE SCHEDULE is needed for VIOLATIONS of the governing documents governing Willowbridge and Stonebridge in order to influence or help determine the outcome of the Bylaws and CC&Rs of our Association as well as other County, State and Federal Laws and Regulations. Fines empower the Board of Directors to carry out its duty to enforce its governing documents and laws. The new Fining Policy, designed to curb violations, will assist in residents having a safe, comfortable place to live with sustained and improved market values throughout the community, while aiding the Board of Directors and Homeowners in maintaining focus on complying with the HOA Bylaws and CC&Rs.

FINE POLICY AND FINE SCHEDULE FOR WILLOWBRIDGE HOMEOWNERS ASSOCIATION, INC.

1. EACH MEMBER OF THE ASSOCIATION shall be responsible for ensuring that the Member, Member's family, tenant(s), occupant(s), guest(s) and invitee(s) comply with the Declaration of Covenants, Conditions and Restrictions for Willowbridge and all rules, regulations, guidelines, policies and resolutions (collectively, the "Governing Documents") of the Association. In the event a Member or Member's family member, tenant, occupant, guest or invitee, violates any of the provisions of the Governing Documents, the Association may impose a fine as described below upon the Member, and such fine shall be assessed against the Member's Lot.

- 2. **Before any fine is imposed**, the Association shall first provide Member with the notice required by Section 209.006 of the Texas Property Code, or its successor statute, and the Association shall allow the Member the opportunity to exercise all rights, remedies, and opportunities made available to the Member under Section 209.006 of the Texas Property Code, or its successor statute, or other applicable law. A courtesy notice may, but will not always, be sent prior to any notice by certified mail required by applicable law, and the Board of Directors may give more or less time to comply with the Governing Documents, depending on the severity of the violation and its impact on the community, as determined by the Board of Directors in its sole discretion.
- 3. If the noticed violation consists of a day-to-day violation, or if the violation is of a type that is or could regularly re-occur as part of a recurring and/or repeating pattern, then the Fine Schedule may be as follows:

FIRST VIOLATION: \$100.00; and if the violation occurs again within six (6) months of the first violation; then:

SECOND VIOLATION: \$150.00; and if the violation occurs again within six (6) months of the second violation, then:

FURTHER VIOLATIONS: \$150.00; and if the violation occurs again within six (6) months of the second violation, then:

Examples of this type of violation and Rules hereby adopted herein, *include*, *but are not limited to*: failure to screen garbage and recycle cans/carts; the improper storage of boats, marine craft, hovercraft, aircraft, recreational vehicles, pick-up campers, travel trailers, motorhomes, campers, or similar vehicles; failure to mow or otherwise maintain landscaping; failure to remove trash/debris from a lot; failure to perform needed exterior home repair and home lot maintenance.

4. If the violation consists of a single occurrence or separate occurrences, the Fine Schedule may be as follows:

(Continued on Page 3)

Willowbridge - Stonebridge

IMPORTANT NUMBERS

All Emergencies	911
AT&T - Billing	800-585-7928
Repair	800-246-8464
CenterPoint Energy	713-659-2111
HCA Houston ER 24/7	281-897-3100
Harris County Animal Control	281-999-3191
Harris County Flood Control	713-684-4000
Harris County Sheriff's Office (HCSO)	713-221-6000
Newsletter Publisher - Peel, Inc.	888-687-6444
Advertisingadverti	sing@PEELinc.com
Advertisingadverti Website	· ·
	www.PEELinc.com
Website	www.PEELinc.com 800-222-1222
Website	www.PEELinc.com 800-222-1222 713-207-7777
Website	www.PEELinc.com 800-222-1222 713-207-7777 281-313-2378
Website Poison Control Center Reliant/NRG. Trash - Best Trash	www.PEELinc.com 800-222-1222 713-207-7777 281-313-2378 281-290-2100
Website	www.PEELinc.com 800-222-1222 713-207-7777 281-313-2378 281-290-2100
Website	www.PEELinc.com 800-222-1222 713-207-7777 281-313-2378 281-290-2100 281-807-9500

ASSOCIATION DIRECTORY

Amenities Access CardRequest at
access@grahammanagementhouston.com
Beautification CommitteeOpen Position
Clubhouse Reservations and Pool Parties
Mandi Branam
mbranam@grahammanagementhouston.com
Lost Pet Coordinator
Sonia Mooremsrco@aol.com
Marquee Coordinator
Barbara Lallingerblallinger@hotmail.com
Newsletter Coordinator
Barbara Lallinger & Krystina Cotton
willowbridgenews@gmail.com
Soccer Field Coordinator
Jay Guarinojvguarino@hotmail.com
Tennis Coordinator
Cory Feincoryfein@yahoo.com
Website Coordinatorwillowbridgehoa@live.com
Welcoming Committee
Gracie Galvangalvangracie@hotmail.com
Yard of the Month Committee
Nominate your favorite willowbridgehoa.com

BOARD OF DIRECTORS

Thomas Wilson	President
David SmithVio	e President
Barbara Lallinger	
Candyce Ward	Treasurer
Laura Neidhardt	Director

HOA INFORMATION

Willowbridge Homeowners Association Inc Graham Mgmt
Mandi Branam713-334-8000
E-Mail mbranam@grahammangementhouston.com
Fax713-334-5055
2825 Wilcrest Dr., #600 Houston, Tx. 77042

If you have any questions or comments regarding the neighborhood please contact the numbers above.

BOARD MEETINGS

QUARTERLY MEETINGS: 4th Thursday of January, April & July @ 6:00 pm. **ANNUAL HOMEOWNER'S MEETING:** 4th Thursday of October @ 6:00 pm. Additional meetings may be held as determined and NOTICED by the Board of Directors via the marquee and website.

HARRIS COUNTY ROAD AND BRIDGE

To report street or curb damage, missing/damaged street signs and street flooding: (281) 353-8424 or www.hcp4.net.

If a resident wants to request a new sign or replace a damaged one, they have to go online and fill out a request.

STREET LIGHT OUT?

If you notice a street light out PLEASE report it to CenterPoint Energy. We pay for all of the street lights in our subdivision...every month...regardless if they are illuminated or not!! This is also a serious safety issue. To report an outage, follow these steps:

By Phone: During normal business hours (7 am – 7 pm)

- Call (713) 207-2222
- Give the Customer Service Representative the 6 digit pole number (located approximately 6 feet up the pole), the street name and closest address.
- Online (anytime): centerpointenergy.com

NEWSLETTER ARTICLE SUBMISSION

Newsletter Article submission Deadline is 3rd of each month.
Please give a 2 month advance notice.
WillowTalk@ProtonMail.com

(Continued from Cover)

FIRST VIOLATION: \$100.00 for the first occurrence

EACH ADDITIONAL VIOLATION: \$150.00 for the same violation if it occurs within six (6) months of the most recent violation.

Examples of this type of violation and Rules hereby adopted herein, *include*, *but are not limited to:* dumping or burning of trash, rubbish or garbage on a lot or common area; nuisance activity such as objectionable noises or odors; violations that threaten the health and safety of the residents; and violations which are incurable in nature as determined in the sole direction of the Board.

5. The Fine Schedule for unauthorized construction, modification, addition, or alteration of improvements may be in the amounts as follows and levied as follows:

FIRST FINE: \$100.00, and the activity must cease immediately, and if the activity does not cease immediately, then:

SECOND FINE: \$150.00, and the Owner has fourteen (14) days to correct the issue, and if the Owner does not correct the issue within fourteen (14) days, then:

SUBSEQUENT FINES: \$200.00, per week, until the issue is corrected.

Examples of this type of violation and Rules hereby adopted herein, include, *but are not limited to:* any modification, construction, addition, or alteration not approved by the Association's Architectural Control Committee (ARC or ACC) pursuant to Article XIII of the Declaration.

- 6. These fines are guidelines for standard fines only. The Board of Directors reserves the right to levy lesser or greater fines, provide additional warnings or fewer warnings before fines are made, and provide more or less time for compliance, depending on the severity of the violation at issue, and its impact on the Subdivision, in the sole discretion of the Board.
- 7. If any homeowner is fined more than two hundred and fifty (\$250.00) within any twelve (12) month period, and if the violation remains uncured or if the fines are not paid within three (3) months of the violation being cured, the Board of Directors may involve the Association's attorneys in efforts to collect the fines and/or cure the violations.
- 8. A majority of the Board of Directors hereby votes to approve and agree that the managing agent shall have, and be delegated, the non-exclusive authority to initiate and continue self-help actions, with notice, in the regular course of the agent's management duties.
- 9. For the purposes of the Association's right to engage in self-help, any notice discussed and described above, when provided to an Owner, shall constitute the notice the Association must provide an Owner before engaging in self-help.
- 10. Any previous or existing fine policies, fine procedures, and fine schedules which are contrary to, or conflict with, this policy are hereby repealed and replaced and shall be of no force or effect.

Profiles In Volunteerism

Our newest board member, Laura Neidhardt, comes from a family that actively volunteers in the community. The Neidhardt family originally moved to Willowbridge in 1994 and then decided to see if the grass was greener on the other side and moved around the corner to Stonebridge in May, 2001. The Neidhardts are truly an engineering family. Husband, Jeff holds a BS in Electrical Engineering from the University of Texas at Austin (1990) and has been employed at Inventec for 9 years and is an Account Manager. They have two children, both students at Texas A&M University. Sarah is a Junior studying Chemical Engineering and Lance is a Freshman Engineering student. Lance, an Eagle Scout was also a VOLUNTEER for the HOA and served as our flag steward for the last two years.

Laura also holds a BS in Electrical Engineering from the University of Texas at Austin (1990), and a Masters in Biomedical Engineering from Texas A&M (1993). She was previously employed by Prucka Engineering which was bought out by GE Medical Systems and worked in Customer Support and as a Clinical Engineer, serving as a Customer Service Supervisor and Training Developer that involved travel before becoming a stay-at-home mom. Her VOLUNTEER activities include volunteering at St. Maximilian Kolbe, VP of fundraising for 3 years for the Jersey Village Band Booster Club, general VOLUNTEER & band parent coordinator at Cook MS and has served on the Gleason ES PTO Board, first as VP of Volunteers and then as President. In addition, she has been a VOLUNTEER for Girl, Cub and Boy Scouts and Jeff was an Assistant Scout Leader.



Willowbridge - Stonebridge

Soccer Field Update

"Just like a cake, you can't remove it from the oven until it's done."



If you didn't read your December 2019 issue of WillowTalk and/or you don't still have it, please go online at Peel, Inc. and Select: Newsletters, then Houston, then Willowbridge to view.

Our landscape company was chosen to repair the field and

plant rye grass for winter coverage while the new sod is "taking hold". Their next step is to "roll the grass" making the new sod level with the existing grass. As noted in the December article the field will have to rejuvenate and rest for a period to make sure that it is in shape for soccer traffic and to last for years. The last time it was sodded was in 2002 or 2003 and it was done by a group of volunteers. This project was not cheap and we would expect it to last at least as long as it has from those Volunteer's efforts. When it is time, new soccer goals and nets will be installed and the field re-opened. Please watch the marquee and website for announcement of this date.

BASHANS PAINTING & HOME REPAIR

- Interior & Exterior Painting
- HardiPlank Insulation
- Sheetrock Repair
- Cabinet Painting
- Pressure Washing
- Fence Replacement
- Custom Staining
- Custom Texturing

- Wood Replacement
- Interior Carpentry
- Sheet Rock Insulation
- Interior & Exterior Door Replacements
- Stucco Repair
- Wallpaper Removal
- Crown Molding

NO MONEY UP FRONT

30 Years Experience • References Available

Commercial/Residential ~ FREE ESTIMATES ~

BashansPainting@yahoo.com

◆ FULLY INSURED

281-347-6702 281-731-3383

bashanspainting.com



Another Plea To Please Don't Feed The Ducks!

2019 UPDATE: The MUD has instructed the company that removes the ducks from Waller Park to remove 25 - 50 ducks as needed to continue the integrity of the park and sustain the wildlife that inhabits it. They will be improving part of the grounds in the park in the near future.

A little history for those of you that missed the "Don't Feed the Ducks" article in the June 2017 issue of WillowTalk and to our new neighbors since then. Waller Park has belonged to West Harris County MUD #11 for several years now. The MUD developed the park into a pleasant place to stroll, have a picnic lunch and to watch the wildlife (ducks, squirrels, birds, fish, turtles, bats and a giant blue heron). Included in the park's renovation was: replacement of all homeowner bulkheads; replacement of the standing platforms and bridges; installed metal picnic tables with attached seats; repaired the fountains; cleaned out the dead brush, trees and poison oak/ivy; landscaped the area (which was non-existent for the most part); installed an irrigation system; installed doggy doo stations and installation of a ramp for easier access for people with disabilities/mobility issues....all to the tune of \$500,000!

Over the years the ducks have come and gone. Many residents have a love/hate relationship with them. The duck population remains a problem and the park can't sustain the numbers. Numerous residents have reported to Graham Management, the MUD and several board members that the ducks continue to leave presents of poop on sidewalks, driveways and lawns while destroying plants and vegetation in their wake. The MUD diligently and constantly works to solve this problem. In the past, the ducks have been humanely captured and re-homed by a professional. It is not an easy task and has to be done at night time. This effort covers all ducks with the exception of the Mexican Black Bellied Whistling Ducks which are federally protected under the Migratory Bird Treaty Act Protected Species (10.13 List). This particular duck is recognizable by its black belly, short tail feathers, bright orange beak and its flight pattern. The full text of birds protected by federal law may be seen under the U.S. Department of the Interior Bureau of Sport Birds Protected by Federal Law. This list includes the Black-bellied Tree Duck aka Fulvous Tree Duck. Please note that it **DOES NOT** cover the Muscovy ducks, the common brown duck or the white ducks found at Waller Park.

WHAT CAN YOU DO AS A HOMEOWNER TO HELP?

1. DO NOT FEED THE DUCKS!!!

2. DO NOT ADD TO THE PROBLEM by introducing pet ducks to the park. Yes, they're cute as ducklings and yes, we know it seemed like a good idea to get them for the grandchildren at Easter so they could look at and play with them when they come

(Continued on Page 6)



Our nationally recognized specialists are finding new ways to outsmart cancer.

From screenings and diagnosis to the most advanced treatments, our leading cancer care is available at our Willowbrook location, which also serves the Cypress, Spring and Tomball communities. We offer personalized guidance and support, so you can focus on healing, surviving and thriving.





281,737,2500 houstonmethodist.org/cancer-wb

Willowbridge - Stonebridge

(Continued from Page 4)

to visit. Please remember Waller Park does not belong to the HOA or individual homeowners and these ducks are subject to removal from the park.

- **3. IF YOU FIND DUCK EGGS**, throw them into the water for the fish and turtles to eat (natural birth control).
 - **4. DRIVE CAREFULLY** to avoid running over them.

LAKEFRONT DWELLERS: Has anyone seen the Giant Blue Heron or any others lately? The Giant Blue Heron is a migratory bird and also a federally protected species under the Migratory Bird Treaty Act of 1918, under Fish and Game Code 3513.

As a MUD owned facility, Waller Park is open to others from the district. Please advise your children and visiting friends that anyone caught killing the wildlife will be prosecuted under the Criminal Trespass Laws, possibly for Vandalism, and any other laws applicable to the act.

PLEASE call the Sheriff's Department at 713.221.6000 if you observe or hear people in the park after hours (Dawn – Dusk) if you suspect they are bothering the wildlife, performing acts of vandalism, or possibly torturing and/or killing the ducks and/or birds, especially if they are of the federally protected variety of ducks and/or birds. **Don't forget the MUD pays for our security**.

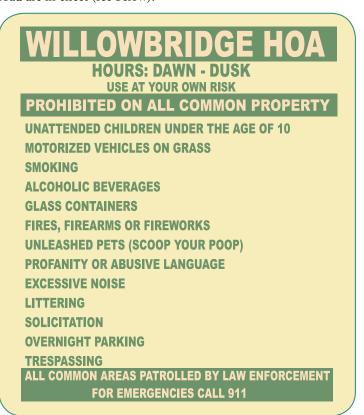


Pipeline Property

WHO DOES IT BELONG TO? Recent and past incidents on the pipeline sent the HOA Board searching for answers. The Board contacted Magellan Midstream Partners, L.P. in Tulsa, Oklahoma whose signs are posted along the pipeline. The Real Estate Services Department of Magellan had the low-down on ownership. According to the Harris County Appraisal District, the pipeline right-of-way (Tract 6645-HAL-43 & 44) is owned by Willowbridge HOA. The HOA allows Magellan, via an Easement Agreement (originally to Humble Pipeline Company, their predecessor in interest) access to the property. Ownership extends from the east (approximately in line with the Gleason basketball court) to the west (where Winchester Village and Stonebridge meet).

<u>WHO MAINTAINS IT?</u> The HOA landscaping contract includes mowing of the pipeline once a month. Magellan also mows it occasionally.

WHAT CAN & CAN'T BE DONE ON IT? As HOA Community Property the pipeline has the same restrictions as any other community property. Garbage, tree limbs, plant clippings, etc. thrown over backyard fences is considered littering and residents can be fined under the new Fining Policy, effective January 1, 2020. Please note that fences along the pipeline are homeowner fences and as such they are required to be maintained as any other resident owned fence and any replacement or modifications thereof requires application for and approval by the ARC. In addition, all prohibitions listed on the sign that is near the entrance to the MUD water tanks road are in effect (see below).



At no time will any source be allowed to use the Willow Talk contents, or loan said contents, to others in anyway, shape or form, nor in any media, website, print, film, e-mail, electrostatic copy, fax, or etc. for the purpose of solicitation, commercial use, or any use for profit, political campaigns, or other self amplification, under penalty of law without written or expressed permission from the Willowbridge-Stonebridge Homeowners Association and Peel, Inc. The information in the WillowTalk is exclusively for the private use of Willowbridge-Stonebridge residents only.

DISCLAIMER: Articles and ads in this newsletter express the opinions of their authors and do not necessarily reflect the opinions of Peel, Inc. or its employees. Peel, Inc. is not responsible for the accuracy of any facts stated in articles submitted by others. The publisher also assumes no responsibility for the advertising content with this publication. All warranties and representations made in the advertising content are solely that of the advertiser and any such claims regarding its content should be taken up with the advertiser.

- * The publisher assumes no liability with regard to its advertisers for misprints or failure to place advertising in this publication except for the actual cost of such advertising.
- * Although every effort is taken to avoid mistakes and/or misprints, the publisher assumes no responsibility for any errors of information or typographical mistakes, except as limited to the cost of advertising as stated above or in the case of misinformation, a printed retraction/correction.
- * Under no circumstances shall the publisher be held liable for incidental or consequential damages, inconvenience, loss of business or services, or any other liabilities from failure to publish, or from failure to publish in a timely manner, except as limited to liabilities stated above.







